



State of Delaware Department of Education

Education Insight Project
Longitudinal Data Warehouse
RFP # 2011-10

Request for Proposal

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1. Executive Summary

This summary provides an overview of the RFP document and highlights the content of each section

1.1. Introduction

The Delaware Department of Education (DDOE or State) is seeking proposals from qualified vendors (Vendor) to supply the professional services and software necessary to create a longitudinal data warehouse for the Department, populate this warehouse from a variety of data sources, and make this data available to stakeholder groups through differentiated dashboards based on stakeholder role. The dashboards will be housed in an Internet portal along with other DDOE applications.

This RFP is for the procurement and implementation of the Education Insight Warehouse only, as described herein. A companion RFP is being issued for the analysis and design of the Education Insight Dashboards. The dashboard design will be based on the public domain design documentation developed by the Michael and Susan Dell Foundation (MSDF).

Taken together, the warehouse, portal and dashboards make up Delaware's Education Insight system. The purpose of Education Insight is to enable data-driven decision making throughout the education system that will ultimately result in improved outcomes for Delaware students. The information supplied to stakeholders through Education Insight will be derived from the comprehensive longitudinal data sets maintained by DDOE, supplemented by data supplied by human service, workforce and higher education partner organizations in Delaware, which is pertinent to decision making by the K12 community.

Potential respondents will provide services and software to the Delaware Education Insight Project. This document provides potential respondents with the information and guidelines necessary for developing their proposals.

1.2. Project Overview

This section provides background information about the relationship of this project to Race to the Top, an overview of the planning that has been completed to date, a description of the proposed system architecture, a description of the current and future data sets required for inclusion in the Insight Warehouse, and a description of the technical environment in which the Warehouse will operate.

In the response to this RFP, Vendors are asked to address the extent to which their proposed solution supports the identified data sets and complies with the DDOE technology standards and evaluate the proposed system architecture. This information is also intended to provide background information useful for responding to the project approach and timeline portions of the RFP.

1.3. Requirements and Scope of Work

This section of the RFP provides a description of the State's expectations for the work to be completed by the Vendor in the creation of the Education Insight Warehouse. The General Topics section describes Warehouse requirements that must be addressed in the

Vendor response to this RFP. The Management and Technical Topics address more specific requirements and describe deliverables to be produced as these requirements are addressed through the project.

Expectations for the content of the Vendor response to these requirements are described throughout this section.

1.4. Administrative Information

This section provides an overview of the procurement process and conditions along with key dates that must be met by prospective vendors. In addition, it contains the standard contract terms and conditions that will be included in any contract issued as a result of this request for proposal.

The table below identifies the major milestones in the procurement process.

ID	Milestone	Date
1	Publish Request for Proposal	12/6/2010
2	Submission of Pre-Bid Conference Questions	12/15/2010
3	Vendor Pre-Bid Conference	12/20/2010
4	Response to Vendor Questions from Conference	12/29/2010
5	Intent to Bid Response Due	1/6/2011
6	Final Deadline for Vendor Questions	1/13/2011
7	Response to Final Vendor Questions	1/20/2011
8	Proposals Due 3:00PM	1/28/2011
9	Oral Presentations	3/4/2011
10	Notification of Award	3/11/2011

1.5. Technical and Cost Proposals

These sections provide additional details on the proposal process and specify the format and content of the technical and cost proposals. The two proposals must be submitted together, but bound and packaged separately.

The State is requesting a firm fixed price for all products and services described in this RFP. The deliverable payment schedule submitted with the cost proposal will form the basis of contract payments.

2. Project Overview

This section provides background information about the relationship of this project to Race to the Top, an overview of the planning that has been completed to date, a description of the proposed system architecture, a description of the current and future data sets required for inclusion in the Insight Warehouse, and a description of the technical environment in which the Warehouse will operate.

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2.1. Introduction

2.1.1. Race to the Top

During the spring of 2009 President Barack Obama announced \$4.35 billion in competitive funds known as the Race to the Top Fund to spark transformational improvements to America's public schools. Among the 42 initial applications for funding Delaware's plan for reform was selected as the best and the State became one of just two first round winners. Delaware is now implementing its four-year plan to become the best performing school system in the country. The State will achieve rapid, significant gains in student achievement through a strategy that builds upon the State's strong infrastructure for reform, including a rigorous statewide educator evaluation system, a state-of-the-art longitudinal data system, and a cutting edge, computer adaptive system of formative and summative assessments.

A centerpiece of the strategy is the State's investment in new statewide professional development initiatives to build the critical skills among teachers and leaders that will be necessary for successful reform. In particular, this professional development will cover three critical areas: using data to inform instruction, assessing educator performance and development needs, and providing instructional leadership.

Additional information about the data system component of Race to the Top that is the subject of this RFP can be found in sections C (1) and C (2) of "Delaware's Application for Race to the Top" (<http://www.doe.k12.de.us/rttt/default.shtml>).

2.1.2. Project Planning

Following the formal grant award, a project team was established within the DDOE Technology Workgroup to begin formal planning for the Longitudinal Data System and Differentiated Dashboard portions of the grant. A project charter was drafted and approved and the system was officially titled "Education Insight", which includes a longitudinal data warehouse (Insight Warehouse), a series of differentiated dashboards serving various stakeholder groups (e.g. Teacher's Insight dashboard), and a portal (Insight Portal), which provides a single sign-on to all DDOE applications. The Teacher's Insight dashboard was chosen as the first product to be developed and deployed.

Project analysis followed three main tracks:

- Interviews with school district and Charter school staff to obtain their expectations and high-level requirements for Teacher’s Insight dashboard,
- Analysis of the longitudinal data sets available to the DDOE to identify key sources of data to be included in the Insight Warehouse, and
- A request for information to research existing systems and best practices for the utilization of longitudinal data to support educational decision-making through dashboards.

The results of this analysis are reflected in the information presented in this section. The first major outcome of the planning process was the decision to issue two requests for proposal. This RFP is for the procurement and implementation of the Education Insight Warehouse. A companion RFP is being issued for the analysis and design of the Education Insight Dashboards.

The second major outcome of the planning process was the decision to license the design documentation developed by the Michael and Susan Dell Foundation (MSDF) as the starting point for Delaware’s Insight dashboards. This documentation includes:

- User interface Designs for Education Performance Management Dashboards,
- Performance Management Metric Definitions
- Data and Data Exchange Standards

Information on the interface design can be found here:

<http://www.texasstudentdatasystem.org/dcd>

Information on the metric definitions and data standards can be found here:

<http://www.districtconnections.com>

2.2. Candidate Architecture

Based on the past experience with portal applications within DDOE and the review of existing systems and commercial products supporting similar applications across the country, a preliminary architecture for Education Insight has been developed. This architecture is shown graphically in Figure 1 and described in the paragraphs below. Vendors are asked to critique this architecture and recommend alternatives in their response to this RFP.

This Insight Warehouse RFP is concerned directly with the Insight Data Warehouse, Warehouse Reporting and Administration Tools, the extract, transform and load (ETL) of data to the Warehouse and, to a lesser extent, with the loading of data to the Dashboard Data Store. However, these components must be understood within the context of the overall system.

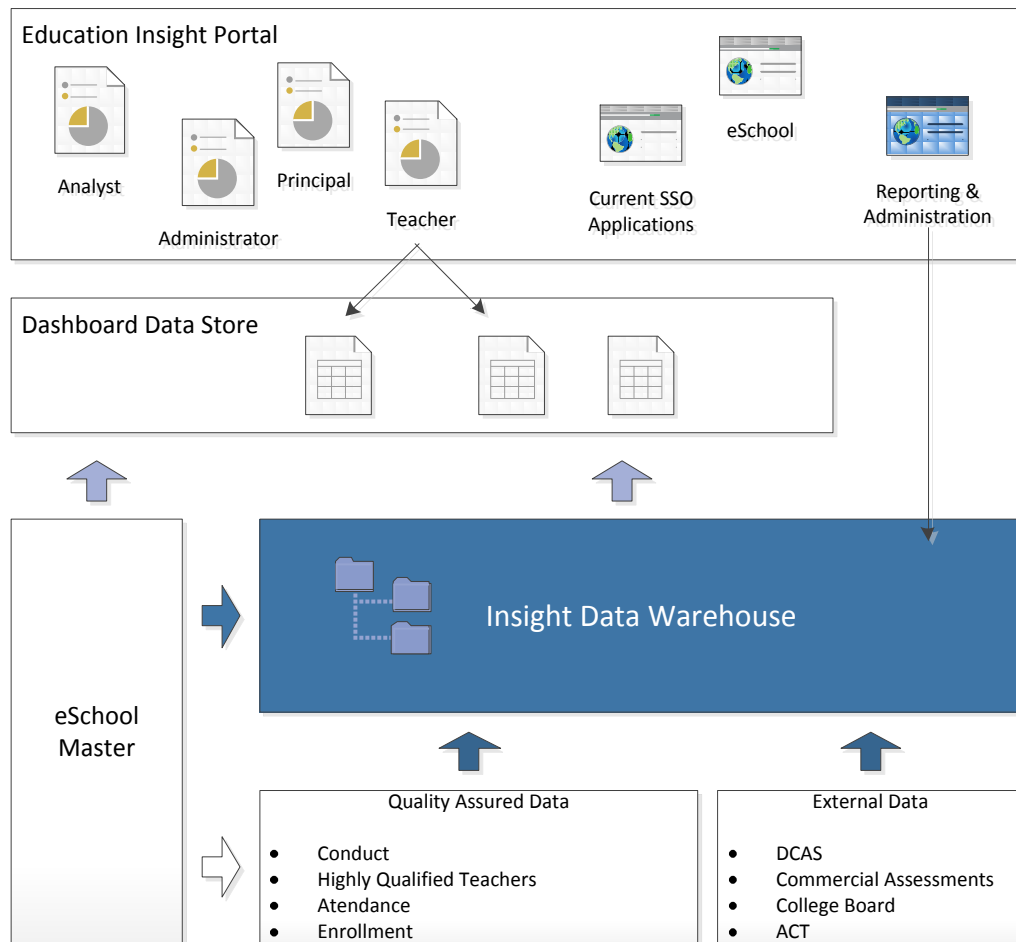


Figure 1 - Candidate Education Insight Architecture: *This represents the current thinking of DDOE with regard to the major components and relationships for Education Insight.*

Data for the Insight Warehouse will come from a variety of sources. The primary sources will be a series of “**Quality Assured**” Data sets derived from eSchool Master and **External Data** supplied to DDOE by a number of assessment vendors or from the

schools and districts. It is envisioned that many of the quality assured data systems will continue to operate as they do today. However, some will be eliminated and populated directly to the Warehouse from eSchool Master based on ETL business rules.

Data for the Insight Dashboards will come from a two sources. Current, operational data (for the current school year) will come from the **eSchool Master**. This database is a nightly consolidation of the data contained in 43 separate eSchool instances used by Delaware's school districts and charter schools. Current data will appear to dashboard users exactly as it does in eSchool.

Historic data will be populated from the “cleansed” data in the **Insight Data Warehouse**. The warehouse must meet the Statewide Longitudinal Data System (SLDS) requirements of the National Center for Education Statistics. To the extent practical, it must also be compliant with other SLDS standards including the Common Data Standards initiative (CDS), the National Center for Education Statistics (NCES), the National Education Data Model (NEDM), the Postsecondary Electronic Standards Council (PESC), EDFacts, the Integrated Postsecondary Education Data System (IPEDS) and the Schools Interoperability Framework (SIF).

A data dictionary will provide visibility into derivation of the warehouse data for Dashboard Users.

The structure of the data in the Warehouse and eSchool master will likely result in sub-optimal performance of the Insight Dashboards. For this reason, a **Dashboard Data Store** will be established containing data views that have been optimized for presentation in the dashboards. Current and historic data will be joined as required by the presentation layer.

The **Educational Insight Portal** will provide single sign-on and role-based access to the Insight Dashboards, the Warehouse Reporting and Administration tools, as well as to eSchool and the current DOE applications. All of these applications will be compliant with the DDOE identity management solution and Microsoft's Forefront Identify Manager. Over time, additional applications will be brought under the portal, providing single sign-on to additional applications.

The first priority for the Portal will be the **Teacher's Insight Dashboard**. The Teacher's Insight dashboard will filter out the noise inherent in the large volume of data available about students in the classroom, allowing them to focus on things of greatest importance. It will allow teachers to focus on a few quality pieces of information, and allow the teacher to take action quickly. At the same time, it will make additional investigation easy and intuitive, allowing them to retrieve related information in a straightforward manner.

Design of the insight Dashboards will be based on design specifications funded by the Michael and Susan Dell Foundation for the State of Texas.

2.3. Existing Systems and Data

This section describes the data sets that are available, or planned, to populate the Insight Warehouse and the Education Insight Dashboards. The data sets are broken into four categories:

- Operational data sets, containing current production information,
- Quality-assured longitudinal data sets, derived from the operational data,
- External data sets, provided by our assessment vendors, and
- Future data sets, containing data from external or developing systems that are planned for inclusion in the Insight Warehouse.

2.3.1. Operational Data Sets

2.3.1.1. eSchoolPLUS

eSchoolPlus (SunGard Pentamation) is the sole student management system used by public K-12 education organizations in Delaware, used for day-to-day student information and data such as demographics, scheduling, attendance, discipline, grading, tests, report cards and transcripts. Although a single system is used, each education organization has its own database. There are currently 43 individual databases – 1 for each of the 19 school districts, 21 for charter schools, and 3 for State agencies that have education programs. All eSchoolPLUS databases are hosted at the Department of Education in Dover, Delaware.

2.3.1.2. eSchool Master

To address the difficulty of reporting from 43 separate databases, data from 41 of the individual databases is consolidated nightly into a single database called eSchool Master. The focus of eSchool Master was originally on reporting, and portions of eSchoolPLUS database have been added over the years. Currently, 126 eSchoolPLUS tables are being imported. Others will be added as needed to support the requirements of the data warehouse and the Insight dashboards.

2.3.1.3. Delaware Educator's Data System (DEEDS) - 1997

DEEDS track the licensure, certification, professional growth, and development of Delaware public school educators. It includes demographic data, professional qualifications data, licensure/certification data, professional growth data, teacher quality survey data, employment data, and case notes.

DEEDS is the original source of most of this data, which is entered by system users. In addition, employment data from PHRST is incorporated daily. This data dates back to 1997 and there is currently data for over 58,000 teachers.

2.3.2. Quality Assured Data Sets

There are a variety of systems and databases that contain longitudinal data derived from eSchool Master. Most of these data sets are the official reporting source of the State for individual subject areas, and are subject to quality assurance processes specific to each

data set. It is expected that these QA data sets will be a primary sources for the longitudinal data warehouse.

2.3.2.1. Delaware Student Information System (DELSIS) - 1984

DELSIS is the master student database used by DDOE for creation of student identification numbers, for tracking students through Delaware schools, and for generating reports based on current and historical student data. It is the official authority on student registration in Delaware. DELSIS primarily contains demographic, enrollment and program participation data. eSchoolPLUS interfaces with DELSIS daily to provide summary and detail level information from the schools to support this reporting. DELSIS contains longitudinal data on students that dates back to 1984. Today, the system contains 495,700 student records of which 130,700 are currently active. An average of 16,800 new students is added every year.

Enrollment history is a major part of DELSIS. The system tracks school and district enrollment (entry and exit) for all students since 1984. The database contains approximately 3.5 million enrollment records.

2.3.2.2. Highly Qualified Teachers (HQT) - 2006

The HQT database is the authoritative source of information about Teachers, the classes they teach, and the students in those classes. There are two versions of HQT – the historical information dating to 2006, which is finalized annually and daily snapshots of the information, which is drawn from eSchool Master. The historic data contains records for over 600,000 students, 40,000 teachers, and 182,000 classes. The intersection of students, teachers and classes contains just over 4,000,000 records.

For middle and high school, this data set is also the source of information about a student's class schedule and class enrolment, containing enrolment entry and exit dates for each class.

It is expected that this data set will be used to control student data by limiting access to the teachers interacting with students in an instructional setting in each school. In conjunction with the district geography information contained in the Code Library, the HQT data can be used to limit school managers to information about students served in their schools, and district administrators to information about students served in their district.

2.3.2.3. Delaware Student Testing Program (DSTP) – 1997

Until replaced by DCAS in 2010, the Delaware Student Testing Program (DSTP) was the statewide summative assessment used for student and school accountability. It includes assessment of reading, math, writing, science and social studies. DSTP results were updated three times a year and there are 13 years of historical information available. Data has been collected for 231,000 unique students during this period.

2.3.2.4. Conduct - 2004

The conduct database maintains student-level information about discipline incidents and outcomes to support federal reporting and analysis. The Conduct database is updated annually and contains historical data dating back to 2004. The database contains over 60,000 offense records, of which approximately 7500 are school crimes and the remainder are DOE Offenses.

2.3.2.5. Course Grades - 2006

The history of course grades for middle and high school is maintained within eSchool Master and updated daily. Both final and progress grades are maintained, although the progress period varies from district to district and may be based on a marking period, semester, trimester, block, etc. The extent of the history is also variable, based on district, but most maintain history going back at least six years. The system currently contains over 11 million course grades for 209,000 students.

There is no reliable grade information for elementary schools, based on the variety of grading processes used in elementary schools and differing levels of eSchool usage for recording grades.

2.3.2.6. Class and Period Attendance - 2008

Attendance data is complicated by a lack of standardization across districts and schools, with different definitions of what constitutes an absence and different definitions of what absences are excused and unexcused. Only middle and high schools have period attendance. The system currently contains over 2.7 million attendance records for over 289,000 students.

2.3.2.7. Address History - 2005

The student address history table is updated nightly from eSchool Master. Started in 2005, the data set includes approximately 406,000 records for 130,000 current students and over 480,000 records of history for 219,000 students.

2.3.2.8. English Language Learners (ELL) – 2006

The ELL data set contains information about this student population, results from placement assessments, and results from assessments of language proficiency. Student information from eSchool Master is combined with data from the assessment provider (Metritech) on an annual basis. The data set contains assessment records for more than 11,500 students.

2.3.2.9. Migrants - 2000

The Migrant data set maintains information on children of seasonal workers involved in the Delaware school system. This is the smallest data set. There are about 30 migrant children in the State in 2009, and a total of 1981 records in the data set.

2.3.2.10. Homeless - 2004

This data set actually tracks information on the homeless population, as reported in eSchool Master, and information on children in Foster Care placement including entry and exit from care, as reported by the Delaware Foster Care agency. Both are updated monthly. For Foster Care, information is supplied in a file that goes through an automated match process based on name and date of birth. This data set currently contains information on over 15,000 individuals.

2.3.2.11. IEP - 2000

Information about participation in special education exists in two places. Historical information for participation as of December 1 of each year is maintained in a quality assured database used for Federal reporting purposes.

In addition, information about entry and exit dates for special education is maintained in eSchool Master along with exceptionality codes. The system doesn't inherently capture historical data, but the entry and exit dates do provide some basis for history. There are currently over 24,000 active students with an exceptionality code in this database.

2.3.2.12. Free and Reduced Lunch - 2000

Information on student participation in the free and reduced lunch program is collected twice a year from eSchool Master. This data set contains over 560,000 participation records for over 139,000 unique students.

2.3.2.13. PHRST - 1995

PHRST is the State's human resource and payroll system. Daily, an extract from PHRST is used to update the DDOE subset of this information, which includes demographic, employment and payroll data. Data has been collected for 16 years and the database included information on over 36,000 K-12 employees.

2.3.2.14. Code Library - Current

The Code Library data set contains all of the standard codes and values used in DDOE systems. It currently contains approximately 180 code tables, and is updated as changes are made to individual DDOE systems.

Of particular interest is the district organization information contained in this data set, which maintains the current and historic information about the relationship between districts and schools as well as the characteristics of these organizations

2.3.3. External Data Sets

2.3.3.1. DCAS – 2010

The Delaware Comprehensive Assessment System (DCAS) is an online, web-based scoring system for reading, English language arts, mathematics, science and social studies, which replaced the current statewide testing program, the Delaware Student Testing Program (DSTP), in 2010. The first administration of DCAS was in October 2010. Data is supplied daily by the assessment vendor (AIR), on any day that assessments are administered. This is a very new data set. On average, 500,000 test item records are received each day.

2.3.3.2. SAT & PSAT - 2006

SAT and PSAT data is provided by the College Board. DDOE currently has SAT information for more than 21,000 students and PSAT information for over 14,000 students. Data is updated once a year, usually in the fall. The Delaware Student ID is associated with the students using name, birth date and high school. In the near future, Delaware will begin testing all 11th grade students for college readiness, increasing the number of students tested every year.

2.3.3.3. ACT - 2002

The assessment vendor supplies ACT data. In our data set, test scores for 2008 are missing. Data is updated once a year and the Delaware Student ID is associated with

the students using name, birthdate and high school. Data for 2,600 students is available.

2.3.3.4. Advanced Placement (AP) - 1999

AP test results are received from College Board annually (2010 has not yet been received). This data set contains 42,404 AP test records.

2.3.3.5. DAPA - 2002

The Delaware Alternate Portfolio Assessment (DAPA) is the State of Delaware assessment of students with severe cognitive disabilities in grades 2-10. The University of Delaware, who administers the test, provides data annually. The data set contains nine years of data for a total of 2,400 students.

2.3.4. Future Systems

2.3.4.1. Commercial Assessment Data

Delaware school districts and Charter schools use a wide variety of formative, diagnostic and placement assessments provided by commercial vendors. In planning for this RFP, it was clear both that the assessments most widely used must be included in the Teacher's Insight dashboard, and that the loading of this information must be automated using data provided by the assessment vendor.

The school interviews identified more than 20 different assessments in use. Most widely used were DIBELS, STAR Reading, STAR Math, NWEA MAP, and Scholastic Reading Inventory. The Warehouse should provide the capability to routinely load this assessment data.

2.3.4.2. Local Assessment Data

In addition to national, state and commercial assessments discussed in previous sections, there are a significant number of classroom-level assessments (primarily unit or common assessments) conducted in the schools that need to be incorporated into the LDS and the Teacher's Insight dashboard. Many of these are "pencil and paper" assessments that are either analyzed without the benefit of automation or are entered and aggregated using spreadsheet software.

The Warehouse should provide the capability to load this local assessment data, either by providing a spreadsheet template for the automated loading of data or by providing for the on-line entry of this data. It is preferred that the system provide an easy to use process for meeting this requirement, incorporating data validation and quality edits, such that the loading of data can be completed by district and charter school staff.

2.3.4.3. Instructional Needs and Interventions

A data structure that links curriculum, assessment, instructional needs, interventions and students was perceived to be of significant value by the school districts and Charter schools interviewed. Such a structure would allow stakeholders to ask questions about the performance of particular interventions and programs, identify areas where curriculum or instruction may need improvement, or investigate differentiated instruction for students or groups of students in a classroom.

The Warehouse should provide the capability to create and maintain these relationships.

2.3.4.4. Early Childhood Quality Initiative - Planned

Portions of this early childhood information system are currently in development while other portions are in analysis and design. Once complete, data from this system will be used to populate the early childhood portion of the Insight Warehouse and have a dashboard dedicated to individuals in the early childhood (birth to kindergarten entry) service community.

The plan is to establish a system that integrates information about children, the early childhood and childcare programs that serve them, and the individuals who staff the programs.

The program component is currently under development and will contain program descriptive information and information about licensing and program quality. The staffing component will identify individual service providers and their credentials along with the programs they staff. The child component will capture demographic and health information and will link the child to the programs along with details from periodic assessments of child status and progress that will be administered by the programs.

When fully operational, the system will contain information on an estimated 50,000 children, 7,000 providers and 1,800 programs.

2.4. Technical Environment

2.4.1. Technical Infrastructure

This section describes the technical standards of the Department of Education as well as the hardware and software environment in which the Insight Warehouse, Dashboards and Portal will reside

The Department of Education operates a computer center that houses approximately 100 servers. These servers are largely Microsoft based, and host a number of applications that use Microsoft technologies such as SQL Server, IIS, and .NET based programming languages. The Department's computer center is connected to the state's education network via 100Mb optical fiber. This connection is shared by all of the application users as well as by all Department employees that reside in the Townsend Building. Approximately 30% of this connection is used by application and user traffic during the day and a substantial portion is used at night for file copying and replication.

All schools connect to the education network via TLS circuits. These circuits generally run at 10Mb/sec. but some of the high schools have upgraded to 100Mb. In some cases these connections run at 70-80% utilization during the day, due to educational and business traffic, but average utilization is generally 50% or less. Any new applications that the school districts will use needs to cooperate with existing applications such as eSchool Plus, which is hosted at the DOE and applications hosted at the state's data center such as PHRST, and First State Financials. DTI has implemented traffic shaping at the network core in order to facilitate this cooperation.

The table below identifies the primary tools and technologies used by the Department of Education:

Relational Database	SQL Server 2008 R2
Reporting Service	SQL Server 2008 R2 Reporting Service
Data Warehouse	SQL Server 2008 R2 Analysis Service
ETL Tool	SQL Server 2008 R2 Integration Service
Server Operating Systems	Windows Server 2008 R2
Identify Management	Forefront Identity Manager Active Directory Federated Services
Preferred Development Tools	Visual Studio 2010 SharePoint 2010
Source and Version Control	Team Foundation Server
Web Browser	Internet Explorer 7 & 8
Office and Email Applications	Microsoft Office XP, 2007, 2010

All new applications must be web-based and accessed without the need to install client software. Although Windows 7 workstations and Internet Explorer are standards of the DDOE, Districts and Charter Schools are not bound by this standard. Any application to be deployed to Districts and Charters must be "browser agnostic", capable of running in any current generation browser used with Windows and Apple operating systems.

In addition to Department of Education standards, all systems must also adhere to State technology and communication standards, located at <http://dti.delaware.gov/information/standards-policies.shtml>.

2.4.2. Identity Management

Of particular interest to this project is the identity management project that is currently underway in the Department.

The Educational Insight Portal will provide single sign-on and role-based access to the Insight Dashboards, the Warehouse Reporting and Administration tools, as well as to eSchool and the current DOE applications. All of these applications will be compliant with the DDOE identity management solution based on Microsoft's Forefront Identity Manager. Over time, additional applications will be brought under the portal, providing single sign-on to additional applications.

The DDOE is undergoing a transition of its existing authentication strategy to a unified Education SSO system across all DOE managed applications. The user identities will be managed in Active Directory for many existing and all new applications.

The existing LDAP structure uses a Microsoft Active Directory forest structure where the forest root is k12.de.us, and each district (or Local Education Association) has a sub-domain of that forest – namely <districtname>.k12.de.us. The proposed LDAP design would have all DOE applications migrating to the apps.k12.de.us separate forest root domain. All employees and students would be within the k12.de.us forest, and potentially parents and external entities would be in a separate residents.de.us forest. Forest trusts would exist between the apps.k12.de.us forest and all other user authentication forests.

In addition, the DDOE is proposing to introduce an identity replication and management 2.0 in the k12.de.us namespace that conforms to the WS-trust specification utilizing a SAML 2.0 token. Current plans are to leverage this service for external constituents needing authenticated access to DOE resources. However, the same infrastructure can be used by SAML 2.0 compliant web applications.

Lastly, the DDOE manages inbound web traffic with a reverse web proxy solution currently based on Microsoft Internet Security & Acceleration Services (ISA) 2006, but plans to update to a solution that provides AD integrated authentication at the perimeter via forms-based authentication, whose credentials are cached for re-use on other forms-based authentication sites reverse published through this content gateway. Direct inbound access to web front-end servers is not permitted without pre-authentication at the perimeter.

3. Requirements and Scope of Work

This section of the RFP provides a description of the State's expectations for the work to be completed by the Vendor in the creation of the Education Insight Warehouse. The General Topics section describes Warehouse requirements that must be addressed in the Vendor response to this RFP. The Management and Technical Topics address more specific requirements and describe deliverables to be produced as these requirements are addressed through the project.

Required deliverables are identified in this section. If additional deliverables are produced as part of the Vendor's standard methodology, they should be identified and described in the appropriate section of the technical response.

Expectations for the content of the Vendor response to these requirements are described throughout this section. The format of that response is addressed in Section 5, Technical Response.

3.1. Project Phases

While the final work plan will be based on the submission from the successful Vendor, the material in this section is based on the assumption that the project will go through four major phases:

- The primary focus of the **initiation** phase will be the review and assessment of the all current project materials and development of a team consensus about the project scope and approach. The transitional milestone for this phase will be the approval of a final project plan that reflects the results of this assessment.
- The **design** phase will focus on finalization of Warehouse requirements, completion of the Warehouse configuration documentation as well as design documents for the extract, transform and load processes for all data to be included in the Warehouse. The transitional milestone for this phase will be the critical review and acceptance of all design materials.
- Implementation of the design documents will be the focus of the **build** phase, which will culminate in the user acceptance test and the acceptance of the Warehouse.
- The **transition** phase is concerned with the transition of the system from the development to the production environment and the rollout of the system to end-users. The transition phase ends with documentation of a successful rollout.

The completion of all phases moves the system to production operations and postproduction support.

3.2. General Requirements

This section addresses general expectations for the Insight Warehouse and a description of the information to be provided by the Vendor in their proposal.

3.2.1. Warehouse Administration and Management

The Insight Warehouse will be built on a Microsoft SQL Server infrastructure, using the tools provided with this software. However, it is expected that the proposed solution will include additional tools specific to the Warehouse design and to the management of the longitudinal data.

Vendor Response

The technical proposal must describe any value added tools and documentation that are included with the proposed solution, and describe the benefits provided to the State through use of these tools.

3.2.2. Ad Hoc Analysis and Reporting

In the current DDOE environment, many requests for longitudinal information require technical resources to navigate and integrate data from the various data sets that exist. With the integration of the data sets into a single warehouse, it is the State's expectation that it will be possible for educated end users to use ad-hoc analysis and reporting tools to obtain information for themselves and perform a variety of multi-dimensional and longitudinal analyses. In addition, it should be possible for DDOE technical staff to create read-only queries and reports for use throughout the State.

At the same time, it is expected that it will be possible to control access to data by role. For example, a district administrator would be limited to information about students in their district and researchers would be limited to anonymous student information.

Vendor Response

The technical proposal must describe the ad-hoc reporting and analysis tools available with the proposed Warehouse and the extent to which they meet the State's expectations for a robust and flexible reporting solution. The response must also describe how this reporting solution addresses FERPA requirements.

3.2.3. Security and Security Administration

As described in Section 2, the DDOE is undergoing a transition of its existing authentication strategy to a unified enterprise SSO capability across all DOE managed applications.

Vendor Response

The Vendor's proposal must provide an overview of the security controls provided in their solution, describe how their solution manages role-based security and how this will be integrated into the proposed single sign-on solution of the Department.

3.3. Management Topics

This section addresses a number of management and technical topics of importance to this project. Within this section, the structure of each topic is the same, providing:

- The requirements to be met by the Vendor in the fulfillment of this project (including a list of expected deliverables and work products);
- Background information on work completed to date by the State, and preferences of the State with regard to the nature of the work to be performed;
- A description of the information to be provided by the Vendor in their proposal.

3.3.1. Project Approach and Plan

The Vendor will be responsible for development and maintenance of the project task plan and schedule, based on the approach, methodology and tools used successfully by the Vendor in previous engagements. The Vendor will be responsible for regular reporting of progress against the plan, recommending corrective actions to be taken in the event of unanticipated changes to the plan or schedule, and regular updates to the plan and schedule to accommodate any changes.

Through our Request for Information (RFI) process, the State found that the majority of potential vendors have developed methodologies that are customized to the implementation of their solution. To minimize cost and reduce risk, the State believes it is important for the successful Vendor to use their methodology, applying it to the particular needs of the State of Delaware. The “how” of the project should, therefore, be provided by the Vendor, using a proven methodology, approach and work plan that the Vendor has used successfully in other K12 Warehouse implementations and described in the Vendor response to this RFP.

The State believes it is in the best interest to implement the system following an aggressive schedule, but not so aggressive as to significantly increase risk or sacrifice quality. A primary purpose of the new system is to provide a Teacher’s Insight dashboard as quickly as possible so the first priority will be to implement the Insight Warehouse with the data needed to support the functionality of the Teacher’s Insight dashboard, and then to expand the Warehouse to meet the remaining data requirements. The state will consider alternative proposals (phased, different time frame, different roll-out date) if they can be shown to substantially address the objective of establishing the Teacher’s Insight dashboard quickly while providing additional benefits to the State.

Expected Deliverables and Work Products:

- Final Scope Document (D)
- Final Project Work Plan (D)
- Project Status Reports (W)
- Workshop Summaries (W)

Vendor Response

The technical proposal must describe the Vendor's philosophy, methodology, and approach to this project and to project management; describe the methods, tools, and techniques the Vendor intends to use in providing project management services; provide a description of key methods or techniques; provide a high-level project plan and schedule (identifying major milestones and deliverables); describe the Vendor's approach to managing the schedule, controlling costs, mitigating risk, and limiting "scope expansion" to the project. The State expects both the project plan and the schedule to undergo significant refinement during the planning phase of the project. For each major milestone and deliverable, the Vendor shall identify the roles and responsibilities of Vendor and State staff in the completion of each deliverable.

The cost proposal must include the costs of any software licenses for tools proposed by the Vendor. If an alternative is presented, the cost proposal must include a comparison of the costs for the alternative and the baseline. The State reserves the right to purchase any commercially available software off of existing State contracts if a cost savings can be realized.

3.3.2. Project Staffing and Qualifications

The Vendor is responsible to provide and maintain sufficient numbers of qualified management, technical and functional staff to meet the needs of this project and provide the services outlined in the Vendor's response to this RFP. The Vendor is also responsible for development of a detailed resource plan for both Vendor and State staff, which defines the staffing and staff organization, identifies all team participants and their roles and responsibilities. The Vendor must identify key staff and will be required to commit these staff for the life of the project except for legitimate personal reasons, employment termination, acts of God or mutual agreement between the State and the Vendor. Any replacement of key staff should have skills and qualifications equal to or greater than the individual that departed. In any case, the State reserves the right to interview and agree or not agree on the replacement.

Based on past experience and estimates developed during the RFI process, the State has developed a staffing plan for State staff to support both the Education Insight Warehouse and Insight dashboards. The State is planning to provide a full-time project manager, supporting both projects. This individual will be responsible for coordination of State staff resources, collaboration with the Vendor project managers, and communication with project Stakeholders. In addition, the State is committing the following resources to the two projects:

- Project Coordinator, 100%
- IT Architect, 90%
- Two (2) Data Administrators, 75% each

The State has selected top managers from DDOE to serve as project sponsors who will provide regular oversight of project activities and who will coordinate activities with managers in districts and Charter schools across the State. The Director of the DDOE Technology Workgroup will serve as a project sponsor and be devoted 20% to the project.

The State has a strong preference for consultants with previous experience with the implementation of educational data warehouses in a K12 environment as well as an excellent understanding of their particular area(s) of responsibility. To obtain the best consulting team possible, the State is willing to be flexible in the staging of consulting assignments and will work to minimize the time between submission of proposals and start of the contract in order to ensure that the most qualified team available is assigned to the project.

Expected Deliverables and Work Products:

- Detailed Resource Plan (D)

Vendor Response

Vendors and their subcontractors shall describe the proposed management structure and identify key personnel who will be assigned to this project. Resumes for all key personnel shall be included along with three personal references. At a minimum key staff will include the Vendor Project Manager and Technical Lead. Other key staff should be suggested by the Vendor, if appropriate.

Because project methodologies may differ, the proposal must outline State staffing needs based on the Vendor's methodology and describe the recommended working and reporting relationships between State and Vendor staff.

3.3.3. Knowledge Transfer

Knowledge transfer is a continuous process designed to enable the State to properly support the operation and continuous improvement of the Insight Warehouse without the support of external consultants. The Vendor will be responsible for development of a knowledge transfer plan for the project team. Through training, workshops and mentoring relationships, the Vendor will be responsible for educating the project team in the methodology and task plan to be used on the project, the architecture and design of the warehouse, and the skills and techniques needed for ongoing maintenance of the system.

Expected Deliverables and Work Products:

- Knowledge Transfer Plan (D)

The State believes that knowledge transfer should be an integral part of the overall project plan that incorporates classroom training, one-on-one coaching and directed work experience. The plan should identify the knowledge and skills team members need to acquire, the methods to be used to obtain these skills, and a mechanism for tracking progress.

Vendor Response

The technical proposal must describe the Vendor's knowledge transfer philosophy, the approach that will be used in the project and a discussion of how this approach will ensure a competent State workforce that will be able to take ownership and run the completed system. The project work plan must

identify key milestones in the knowledge transfer process and identify major deliverables of this process.

3.3.4. Database Administration

The Vendor will be responsible for assisting in the initial system, database and security set up. During the project, the Vendor will be responsible for supporting State staff with administration during the project. This support will include analysis and recommendation for installation of all interim and final configurations of the Warehouse

Expected Deliverables and Work Products:

- Installation and Configuration Recommendations (W)
- Analysis of Issues and Problems (W)
- Mentoring for System, Database and Security Administration (W)

It is the State's intent to perform the system, database and security administration activities after on-the-job training and knowledge transfer from the Vendor has been completed.

Vendor Response

In the response the Vendor will describe how the Warehouse and environment will be configured and managed during implementation.

3.3.5. Change Control (Scope & Schedule)

As important as the requirements contained within the RFP is the on-going management of the scope of work throughout the implementation timeline of the project. Defining an achievable scope and then controlling that scope is crucial to meeting deadlines and implementation dates. In order to realize the success of this project, a change control program should be identified early in the project and followed rigorously throughout the duration of the project.

The Vendor will be responsible for working with the State to manage and limit changes to the scope of work during the project implementation phase. Through training and workshops, the Vendor will be responsible for educating the project team in the change control plan and tracking tools to be used to address management of scope on the project.

Expected Deliverables and Work Products:

- Change Control Plan (D)
- Change analysis and recommendation (W)
- Change Log (W)

Vendor Response

The Vendor's response will propose a change control plan and methodology that it has used on other similar projects. The proposal must describe how the Vendor and the State can manage the project to minimize or eliminate scope expansion and change orders. A final change control plan will be established and made part of the final contract for this project.

3.4. Technical Topics

Within this section, the structure of each topic is the same, describing:

- The requirements to be met by the Vendor in the fulfillment of this project (including a list of expected deliverables and work products);
- Background information on work completed to date by the State, and preferences of the State with regard to the nature of the work to be performed;
- A description of the information to be provided by the Vendor in their proposal.

3.4.1. Technical Environment

The State hosts all of the current K12 applications identified in Section 2 and is planning to host the development and production environments for the Warehouse. The development environment will be established in the DDOE data center prior to the start of the project. The production hardware and software will be procured during the project with input from the Vendor. During the initiation phase of the project, it will be the Vendor's responsibility to review the current technical environment and make recommendations for enhancement or improvement based on the Vendor's previous implementation experience. Throughout the project, it will be the Vendor's responsibility to assist in the analysis and resolution of problems and issues related to the environments as they are identified.

Expected Deliverables and Work Products:

- Environment Assessment (D)
- Production environment recommendations (W)
- Documentation of issue analysis and resolutions (W)

Vendor Response

The technical proposal must demonstrate the Vendor's knowledge, expertise and experience in the configuration of development and environments for the Warehouse, and must describe the approach that will be taken to address the requirements of this topic.

3.4.2. Data Requirements

As described in Section 2 (Project Overview), the State envisions the Insight Warehouse as a "birth to work" longitudinal data system. Although initially focused on integrating the existing longitudinal K12 data sets of the State, the warehouse will quickly expand to include all of the domains included in the NCES Handbooks Online. High priorities are birth-to-three and early childhood data sets, data related to human services, higher education experience and outcomes, and post-secondary workforce data.

The Vendor will work with the State to develop an inventory of the data to be included in the new warehouse, identifying the mapping of source to target for each data element in the warehouse, along with a definition of each element

and the frequency of update in the warehouse. In addition, the vendor will develop a timeline for migration and update of the data during the project.

Note that many of the data sets described in Section 2 are imported from eSchool Master and cleansed through a quality assurance process. During the development of the final data requirements, consideration must be given to moving data directly to the Warehouse without the use of the intermediate staging database.

Expected Deliverables and Work Products:

- Data Source Inventory (D)
- Data Migration Plan (D)

Vendor Response

The State requests that the Vendor include in its response an approach to reviewing existing data sets and reporting requirements and provide a recommended approach to migrating this data to the warehouse.

The Vendor must address how the State will participate in this process, how many State staff will be needed and for what timeframe.

The proposal must provide a high-level overview of the Warehouse architecture being proposed to house the State's longitudinal data, address the extent to which each of the data sources described in section 2.3 of this RFP are currently supported by the proposed Warehouse solution, and describe how this architecture can be extended to address future (and currently unknown) data reporting requirements. The proposed architecture must be compared and contrasted with the Candidate Architecture presented in Section 2.2.

3.4.3. Data Quality and Standards

K12 data standards are expressed as standard data definitions, code and value sets, business rules and technical specifications. Standards related to Delaware's planned longitudinal warehouse come from a variety of sources including the Common Data Standards initiative (CDS), the National Center for Education Statistics (NCES), the National Education Data Model (NEDM), the Postsecondary Electronic Standards Council (PESC), EDFacts, the Integrated Postsecondary Education Data System (IPEDS) and the Schools Interoperability Framework (SIF).

The State believes that adherence to established data standards will increase data interoperability, portability, and comparability across states, districts, and higher education organizations. While much of the State's data meets established standards, the data sets have evolved over time and may predate current standards.

In addition, the current quality assurance processes of the State are very time consuming and labor intensive. To the extent possible, these processes should be automated in the transform and load steps of building the warehouse. The Vendor will work with the State to ensure that data quality and standards compliance are automated to the maximum extent possible.

Expected Deliverables and Work Products:

- Data Transformation Business Rule Documentation (D)

Vendor Response

The Vendor's proposal must describe the approach that will be used to develop the business rules related to data quality and standards compliance, and describe the tools and technologies that are part of their proposed solution.

3.4.4. User and System Documentation

The State believes that quality documentation is one key to minimizing the need for extensive training and is critical to the long-term maintenance of the Warehouse once the Vendor's work is complete. In addition, stakeholders interviewed during the planning for this project stressed the need for visibility into the content of the Warehouse and a need to know the source of each data element and how any calculated values are derived.

Expected Deliverables and Work Products:

- Reporting Users Guide (D)
- Warehouse Administration Documentation (D)
- Warehouse Data Dictionary (D)

Vendor Response

The Vendor's proposal must describe the extent and nature of all documentation that will be included with their solution, and how this documentation will be updated to reflect Delaware's implementation.

3.4.5. Data Conversion

The State has adopted a philosophy of converting the minimal amount of data possible to maintain data quality in the longitudinal Warehouse and reduce the conversion effort, while meeting the educational reporting needs of the State and the requirements for the Insight dashboards.

The Vendor will be responsible for data mapping, data translation, and assisting the State with identifying problem areas within system data. The Vendor will perform data loading and assist the State with data validation and cleansing as necessary.

Expected Deliverables and Work Products:

- Data Load Documentation (D)
- Data Load Results (W)
- Documentation of issue analysis and resolutions (W)

The State's Project Team has compiled a comprehensive list of data sources to be converted, which may be found in Section 3. While the State believes that its inventory of conversion data sets, as identified by the project team to date, represents the major data conversion requirements, additional analysis of the State's application data will be required to identify other conversions that will be needed.

The Vendor should provide its conversion recommendation and assumed scope (areas to convert and level of historical data) based on its experience with similar implementation projects for K12 organizations.

Vendor Response

The Vendor shall describe its recommended approach for planning, design, programming, and testing data load activities.

The Vendor must distinguish between State and Vendor responsibilities and describe the mechanisms and tools included in their solution that will be used to execute the conversion.

3.4.6. Teacher’s Insight Data Store

As described in the Project Overview (Section 2), design and development of the Teacher’s Insight Dashboard will occur contemporaneously with the implementation of the Insight Warehouse. The dashboard and its database will be based on design documentation funded by the Michael and Susan Dell Foundation that can be found here: <http://www.texasstudentdatasystem.org/dcd> and here: <http://www.districtconnections.com>. This documentation will be revised and extended based on Delaware’s dashboard analysis and design process.

The tasks and timing for both the Warehouse and the dashboard must be well coordinated to ensure that products from the first are available for the latter and that project delays are minimized. The State requires that data for the Teacher’s Insight dashboard be populated to the warehouse before development of the dashboard begins.

It will be the Vendor’s responsibility to design and develop the extract programs that will be used to pull data from the longitudinal Warehouse and eSchool Master database for use in the Teacher’s dashboard data store(s). It will be the responsibility of the Teacher’s dashboard developers to import this data into the dashboard data store during the development process. This will create a standard set of data interchange procedures used by the warehouse and dashboard data store, avoiding duplicated logic.

Expected Deliverables and Work Products:

- Dashboard Interchange Design (D)
- Dashboard Load Documentation (D)
- Data Load Results (W)

Vendor Response

Based on review of the MSDF design documentation, the Vendor response must describe the general approach to the regular exchange of data between the Warehouse and the dashboard database. The response should highlight and difficulties or concerns with this approach based on the documentation review.

3.4.7. Testing

The Vendor is responsible for developing the test plan and supporting documents, which identify the processes, tools, tasks and materials to be used for system and acceptance testing of the system. The Vendor is further responsible for documenting the successful execution of the test plan and any modifications that were required for successful execution. Although user acceptance testing is a State responsibility, the Vendor will be responsible for development of the acceptance test plan and for the development of the acceptance test scripts. The State will modify the acceptance test scripts as required.

Expected Deliverables and Work Products:

- System and Acceptance Test Plans (D)
- Test scenarios, scripts and test case data (W)
- Documentation of Successful Test Execution (D)
- User Acceptance Test Certification (D)

Vendor Response

The Vendor response must describe the Vendor's approach to testing and include an outline of a test plan that will be developed by the Vendor. At a minimum, the outlined test plan will need to address what will be tested; who will perform the testing; when the testing will be conducted; how the testing will be performed; how will the State know when testing is complete; and what will be produced from the test.

3.4.8. Post Implementation Support

The Vendor is required to provide 60 days of post implementation support for the system. The support for the system will address post implementation problem analysis and fixes, and technical support for general Warehouse administration and maintenance.

Expected Deliverables and Work Products:

- Technical and Functional Support (W)

Vendor Response

The technical proposal must describe the Vendor's philosophy and approach to providing the technical and functional post implementation support requested and identify the resources it would make available to the State to provide this support. The response must describe the services included in any standard maintenance agreement available to the State, and how services above and beyond the standard maintenance agreement may be obtained.

In the cost proposal, the cost of this support must be identified in the section provided. Standard maintenance agreements must be described in the "licensing section". Additional service and service options must be included in the "Other" cost category of the Vendor's cost proposal.

3.5. Deliverable Summary

The following table summarizes the project deliverables identified in this section. These deliverables are to be identified in the Vendors Final Project Workplan, are used as payment points in the execution of the project, and are used by the vendor to prepare their cost proposal for this project.

ID	Deliverable	Description
1	Final Scope Document	Documentation of the scope, objectives and overall approach to the project, to be used for project control and execution.
2	Final Project Work Plan	Microsoft Project plan and supporting narrative identifying the phases and tasks of the project, along with schedule, duration, dependencies and resource assignments.
3	Detailed Resource Plan	A document identifying the Vendor and State resources assigned to the project, by time period, along with their roles, responsibilities and reporting structure.
4	Knowledge Transfer Plan	A document describing the approach and timing to formal training, OJT, and work experiences that will prepare State staff to operate the system effectively at the end of the project.
5	Change Control Plan	Documentation of the process, forms and procedures for identifying, escalating and managing changes to project scope.
6	Environment Assessment	Documentation of the recommended hardware and software and configuration of both for the productive operation of the Insight Warehouse in the DDOE data center.
7	Data Source Inventory	Identification of the individual elements to be included in the Warehouse, and the mapping of those elements from source to target and their frequency of update in the Warehouse. This document will extend the scope document.
8	Data Migration Plan	Documentation of the schedule and approach for the extract, transform and load from DDOE data sources to the Warehouse targets.
9	Data Transformation Rules	Documentation of the rules and edits that will be applied during the transform and load of Warehouse data, including transformations for compliance with standards.
10	Reporting User Guide	Documentation for the use of the delivered reporting and ad-hoc analysis tools for end-user and technical audiences.
11	Administration Documentation	Documentation of the warehouse data structures, the periodic jobs that must be executed to maintain the data content and quality, documentation of the tools used for performance analysis and tuning, and documentation of tools and processes for security administration.
12	Warehouse Dictionary	Documentation of Warehouse tables and elements, providing definitions, value domains, data type and length, data source, and data derivation for calculated values.
13	Data Load Documentation	Supplemental technical documentation of the scripts and/or programs to be used to perform the transform and load of Warehouse data, to the extent not covered in other deliverables.
14	Dashboard Interchange Design	Documentation of the approach and design for the exchange of information between the longitudinal Warehouse and the Insight dashboards.
15	Dashboard Load Documentation	Supplemental technical documentation of the scripts and/or programs to be used to perform the extract of Warehouse and eSchool Master data for the dashboard database.
16	Test Plans	Documentation of the approach and schedule for system and acceptance test of the Insight Warehouse.
17	Test Execution Documentation	Documentation of the test plan execution and test results.
18	Acceptance Test Certification	Formal documentation of the State's acceptance of the system, based on test execution documentation.

4. Administrative Information

This section provides an overview of the procurement process and conditions along with key dates that must be met by prospective vendors. In addition, it contains the standard contract terms and conditions that will be included in any contract issued as a result of this request for proposal.

4.1. RFP Issuance

4.1.1. Obtaining Copies of the RFP

This RFP is available in electronic form through DDOE website at <http://www.doe.k12.de.us/rfplisting/> and the State of Delaware Procurement website at <http://bids.delaware.gov/> Paper copies of this RFP will not be available.

4.1.2. Public Notice

Public notice has been provided in accordance with 29 Del. C. § 6981.

4.1.3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4.1.4. RFP Designated Contact

All questions specific to the RFP must be submitted using the “Post a Question” function associated with the RFP on the DOE website (<http://www.doe.k12.de.us/rfplisting/>). General communications shall be made in writing to DDOE. Address all communications to the person listed below; communications made to other DDOE personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Reese Robinson, Insight Project Manager
Delaware Department of Education
Education Insight Project
401 Federal Street, Suite #2
Dover, DE 19901-3639
rrobinson@doe.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

4.1.5. Consultants and Legal Counsel

DDOE may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors’ responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

4.1.6. Contact with State Employees

Direct contact with State of Delaware employees other than DDOE Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting DDOE employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

4.1.7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

4.1.8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

4.2. RFP Submissions

4.2.1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

4.2.2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 20 paper copies and 1 electronic copy on CD. An electronic copy must also be submitted via email to the designated contact.

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM EST on January 28, 2011**. The outside of the proposal package must be clearly labeled “RFP 2011-10 DOE – Education Insight Warehouse.” The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Emily Falcon, Director
Financial Reform Resources
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3:00 PM EST on January 28, 2011**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

4.2.3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4.2.4. Proposal Costs and Expenses

The DDOE will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

4.2.5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2011. The DDOE reserves the right to ask for an extension of time if needed.

4.2.6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

4.2.7. Proposal Opening

DDOE will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of DDOE personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

4.2.8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within DDOE.

4.2.9. Concise Proposals

DDOE discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. DDOE's interest is in the quality and responsiveness of the proposal.

4.2.10. Realistic Proposals

It is the expectation of DDOE that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

DDOE shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

4.2.11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than DDOE/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

DDOE is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all DDOE's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by DDOE and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, DDOE will open the envelope to determine whether the procedure described above has been followed.

4.2.12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for DDOE and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by DDOE, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further,

vendor shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

4.2.12.1. Primary Vendor

DDOE expects to negotiate and contract with only one “prime vendor”. DDOE will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit DDOE from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

4.2.12.2. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by DDOE.

4.2.12.3. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

4.2.13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by DDOE.

4.2.14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify DDOE's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

DDOE will allow written requests for clarification of the RFP. All questions must be submitted using the "Post a Question" function associated with the RFP on the DOE website (<http://www.doe.k12.de.us/rfp/submitting/>). All questions will be consolidated into a single set of responses and posted on the State's website at <http://www.doe.k12.de.us/rfp/submitting/> by 12:00 PM each Friday. Vendors' names will be removed from questions in the responses released if that option is chosen when the question is posted. Questions should be submitted with the following information included in the body of the question. Deviations from this format will not be accepted.

Section number
Paragraph number
Page number
Text of passage being questioned
Question

Questions must be posted no later than midnight on January 13, 2011.
Questions received after that time will not be considered.

4.2.15. State's Right to Reject Proposals

DDOE reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in DDOE's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as DDOE may deem necessary in the best interest of the State of Delaware.

4.2.16. State's Right to Cancel Solicitation

DDOE reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. DDOE makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by DDOE. Vendor's participation in this process may result in DDOE selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DDOE to execute a contract nor to continue negotiations. DDOE may terminate negotiations at any time and for any reason, or for no reason.

4.2.17. State's Right to Award Multiple Source Contracting

Pursuant to 29 Del. C. § 6986, DDOE may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of DDOE.

4.2.18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by DDOE prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of DDOE at the proposal submission deadline. All proposals received are considered firm offers at that time.

4.2.19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the state's website at <http://bids.delaware.gov>. DDOE is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

4.2.20. Exceptions to the RFP

Any exceptions to the RFP, or DDOE's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

4.2.21. Award of Contract

The final award of a contract is subject to approval by DDOE. DDOE has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by DDOE and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, DDOE will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that DDOE is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to DDOE. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with DDOE; remaining vendors will be notified in writing of their selection status.

4.3. RFP Evaluation Process

An evaluation team composed of representatives of DDOE will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

DDOE reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in timely manner any and all information that DDOE may deem necessary to make a decision.

4.3.1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of DDOE. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to Delaware Secretary of Education, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

4.3.2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each evaluation item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by DDOE to be essential for use by the Team in the bid evaluation and award process.

Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award.

Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986.

a. Criteria Weight

Proposals will be evaluated using the following criteria and scoring process:

Criteria	Weight
Understanding of project scope, objectives and requirements	40%
Vendor and subcontractor experience, qualifications and references	30%
Project work plan and schedule	10%
Project Cost	20%
Total:	100%

4.3.3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4.3.4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, DDOE may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, DDOE will pay travel costs only for State of Delaware personnel for these visits.

4.3.5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be

technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for DDOE are the vendor's responsibility.

4.4. Contract Terms and Conditions

4.4.1. General Information

- a. The term of the contract between the successful bidder and DDOE shall be for **one year** with **two** possible extensions for a period of **one year** for each extension.
- b. The selected vendor will be required to enter into a written agreement with DDOE. DDOE reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by DDOE. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. DDOE's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

4.4.2. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

4.4.3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

4.4.4. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of

Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

4.4.5. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at DDOE's discretion as to the location of work for the contractual support personnel during the project period. DDOE shall provide working space and sufficient supplies and material to augment the Contractor's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2301.

Prior to receiving an award, the successful vendor shall either furnish DDOE with proof of State of Delaware Business Licensure or initiate the

process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. **Notice**

Any notice to DDOE required under the contract shall be sent by registered mail to:

**Reese Robinson, Insight Project Manager
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639**

e. **Indemnification**

1) **General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DDOE, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

2) **Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware or DDOE, the State of Delaware or DDOE shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware or DDOE against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a) Procure the right for DDOE to continue using the Product(s);
- b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that DDOE agrees to and accepts in writing.

f. **Insurance**

- 1) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- 2) The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

- 3) During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/ Misc. Error & Omissions/Product Liability	\$1,000,000/ \$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

- 4) The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. **Performance Requirements**

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in

compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. **Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

i. **Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of DDOE. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

DDOE will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. DDOE will require holdback of 10% of contract monies until acceptable performance is demonstrated.

j. **Penalties**

DDOE may include in the final contract penalty provisions for non-performance, such as liquidated damages.

k. **Termination for Cause**

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, DDOE shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of DDOE, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to DDOE.

l. **Termination for Convenience**

DDOE may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of DDOE, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to

DDOE. If the contract is terminated by DDOE as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. **Non-discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. **Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty DDOE shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. **Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. **Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

q. **Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between DDOE and the successful vendor shall constitute the contract between DDOE and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase

order. No other documents shall be considered. These documents will constitute the entire agreement between DDOE and the vendor.

r. **Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- 1) the laws of the State of Delaware;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- 5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, DDOE reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

s. **Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

t. **Other General Conditions**

- 1) Current Version – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2) Current Manufacture – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.

- 3) Volumes and Quantities – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4) Prior Use – DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by DDOE.
- 5) Status Reporting – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6) Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of DDOE.
- 8) Additional Terms and Conditions – DDOE reserves the right to add terms and conditions during the contract negotiations.

4.5. RFP Miscellaneous Information

4.5.1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. DDOE reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to DDOE with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of DDOE.

4.5.2. RFP Reference Library

DDOE has made every attempt to provide the necessary information within this RFP. DDOE will make the reference library available only to the winning bidder.

4.5.3. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words shall, will and/or must are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of the vendor's proposal.

4.5.4. Production Environment Requirements

DDOE requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

5. Vendor Technical Proposal

This section provides directions to the Vendor for the submission of the technical response to the requirements identified in Section 3. In addition, it identifies pre and post proposal requirements and identifies key dates in the procurement process.

5.1. Pre-Proposal Requirements

5.1.1. Registration

Please confirm your organization's interest in this project by notifying Ms. Krista Holloway, by e-mail at kholloway@doe.k12.de.us, or by calling (302) 735-4142. Registering with the State will ensure that your organization is included in announcements or addenda and other notices affecting this project.

5.1.2. Vendor Conference

The State will hold a Vendors' Conference at **10:00 AM, Monday, December 20, 2011, in Conference Room A of the John W. Collette Education Resource Center, 35 Commerce Way, Dover, Delaware 19904**. The purpose of the conference is to allow each vendor to review the RFP with the State Project Team and to answer questions. Attendance at the Vendor's Conference is mandatory. This conference will provide a forum for vendors:

1. To request clarification of the RFP.
2. To seek a better understanding of the State's intentions.
3. To offer suggestions or changes to the RFP that could improve competition or lower cost to the State without compromising services.
4. To achieve any or all of the proceeding.

Details of the Vendor's Conference are as follows:

- Written questions are due on or before close of business, Thursday, **December 17, 2010** in order for the State to prepare answers to the questions. They must be addressed to the Designated Contact. Questions can be submitted on paper but must also be submitted electronically by email.
- Written questions should be tied directly to the RFP, by referencing the proposal section number to which each question relates.
- Follow-up questions and any additional questions will be allowed during the conference in an open forum. Oral responses to questions asked during the conference will be informational only and will not be considered binding. Written (official) answers will be provided for all questions asked during the Vendor's Conference. These questions and answers will be distributed to all registered vendors within three (3) business days following the Vendor's Conference.

Vendors are requested to limit attendance to two people from each company. Attendance is a requirement of responding to the RFP. There will be no tape or transcript of the conference. Please confirm your attendance at the Vendor's Conference by notifying Ms. Krista Holloway, by e-mail at kholloway@doe.k12.de.us, or by calling (302) 735-4142.

5.1.3. Intent to Bid

Vendors shall complete and return the “Notice of Intent to Bid” form by **3 PM EST, Thursday, January 6, 2011**. This form should be signed by an authorized representative of the organization, dated, and returned to the address listed below:

Krista Holloway
State of Delaware Department of Education
Education Insight Project
401 Federal Street, Suite #2
Dover, DE 19901-3639

All potential vendors who attend the Vendor’s Conference and return the “Notice of Intent to Bid” form will constitute the pool of “Active Bidders”.

The “Notice of Intent to Bid” form will be made available to each potential vendor represented at the Vendor’s Conference. Failure to return this form by **3 PM EST, Thursday, January 6, 2011** shall be interpreted by the State as a presumptive rejection of the RFP, and that the potential vendor’s organization does not desire to bid. Furthermore, failure to return the “Notice of Intent to Bid” form shall mean that the Vendor will no longer be considered as an “Active Bidder”.

5.2. Proposal Contents Requirements

The failure of a Vendor to meet any of the following RFP requirements will result in disqualification of the proposal.

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Additional pages may be attached and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. Failure to comply with or complete any portion of this request may result in rejection of a proposal.

Vendors are cautioned not to refer to a brochure as a response to a requirement. Vendors are expected to write full answers for each requirement and not refer to previous responses, for example, using “see above” or “See technical whitepaper, page 4”.

Within each section of their proposal, Vendors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the Vendor’s response to the RFP. All discussion of proposed costs, rates, or expenses must only occur in the Cost Proposal.

5.2.1. Technical Proposal Vendor Response Section

This section provides Vendors with the opportunity to answer text-based questions about the implementation and project management services, including Vendor information. This section is in MS Word format.

The Technical Proposal must be bound, and organized behind tabs corresponding to the sections of the Technical Proposal Vendor Response Section, as follows:

TECHNICAL PROPOSAL	
Tab #	Response Section
1	Proposal Overview
2	Vendor and Partner Overview & References
3	Vendor Certifications & Exceptions
4	General Requirements
5	Management Requirements
6	Technical Requirements
7	Required Vendor Attachments
8	Supplemental and Collateral Material

Attachments requested within each section should be included behind tab 7 (“Required Vendor Attachments”)

5.2.1.1. Proposal Overview

Transmittal Letter

A transmittal letter must accompany all proposals. A corporate officer or person who is authorized to represent the company must sign this letter. A letter of transmittal must meet the following requirements:

1. Identify the submitting organization.
2. Identify the name and title of the person authorized by the organization to obligate the organization contractually.
3. Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the name, titles, and telephone numbers of persons to be contacted for clarification.
5. Explicitly indicate acceptance of the requirements in this RFP.
6. Bear the signature of the person authorized to obligate the organization contractually.
7. Acknowledge receipt of any and all amendments to this RFP.

Table of Contents

The Table of Contents should reference all materials required by this RFP and any additional information or material the Vendor wishes to supply.

Executive Summary

Vendors shall provide an executive summary to familiarize the State executives and evaluators with the key elements and unique features of their proposal and by briefly describing how they will implement this project. The executive summary should at a minimum provide the following information.

- A summary of the proposal to provide the Proposal Evaluation Team with an overview of the business and project features of the proposal.
- Description of the project team and each team member's roles and responsibilities and lines of authority and accountability.
- Information on the background and qualifications of each partner. (Resumes should be placed behind tab 7 of the Vendor Technical Response.)
- Discuss the risks and concerns arising from the State's RFP.
- Explain what is needed from the State to begin the project.

5.2.1.2. Vendor and Partner Overview and References

Vendor Services Overview

Please identify Vendors for each product or service proposed to be provided. If multiple Vendors will be providing any service, identify each Vendor and the specific system and/or service component they will provide.

Vendor and Partner Overview

This section must be completed for each vendor included in the proposal. The primary Vendor is to be the first organization listed.

ORGANIZATION HEADQUARTERS INFORMATION:

Company Name:

Address:

City, State & Zip:

Company Size: (Total Number of Employees)

REGIONAL OR LOCAL OFFICE INFORMATION:

Address:

City, State & Zip:

Primary Contact:

Phone: Fax:

E-mail:

PRIMARY CONTACT INFORMATION for the RFP:

Name: Title:

Address:

City, State & Zip:

Phone: Fax:

E-mail:

Special Organizational Conditions

Disclose any of the conditions that have occurred within the past five (5) years and discuss their organizational impacts; judgments, pending litigation or other real potential financial reversals, contract terminations, known or planned sale, merger or acquisition of this vendor's company or products, any mergers or acquisitions and any potential conflicts of interest with the State. If none of these conditions are known to exist, state "None":

Corporate Qualifications and Experience

The Vendor must thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of major-sub-contractors in implementing the proposed software in other K-12 organizations.

Vision and Strategy

Vendors should describe their organization's mission and vision and show how these items will provide the business direction and resources to enable the vendor to facilitate the successful implementation of the Insight Warehouse. Vendor must describe their strategy to providing key competencies and focused, service-oriented support required for a successful implementation.

Other Value Added Service or Options

Vendors are encouraged to thoroughly describe any other consulting or value-added services they feel that may contribute to the success of the project. The response to this specification may include other capabilities not included elsewhere in the Vendor's proposal.

Financial Stability

Vendors must submit copies of their most recent year independently audited financial statements. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, and cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Vendor, the Vendor must document the reason and, instead, submit sufficient information to enable the Proposal Evaluation Team to determine the financial stability of the Vendor.

Vendor Install Base & References

Vendors and subcontractors shall provide a list of three installations where the Vendor implemented a K12 data warehouse and the work was similar in size, application, and scope to the projects described herein. The State will contact these companies and ask them about the Vendor's technical capabilities, project management skills, and ongoing support after installation. One of the three reference accounts may be chosen for a site visit by the Proposal Evaluation Team.

For each reference identify the organization, provide a contact name and contact information (address, phone number and email address). Describe the hardware and software used for the project, the start and end date of the engagement, and the approximate cost of the project.

5.2.1.3. Vendor Certifications and Exceptions

Vendor Assumptions

State any assumptions or dependencies presumed in this proposal. Identify each assumption with a unique numerical identifier. If there are no additional assumptions, the Vendor must indicate NONE for this section.

Exceptions to the RFP

Note any exceptions taken to any aspect of the RFP. Exceptions to detailed technical or management requirements should be discussed in the Vendor Response to the appropriate section and referenced here in the RFP Exceptions List.

All exceptions must be documented here regardless of whether they appear elsewhere in the proposal. Where specific exceptions are noted, please reference the RFP section, page and item number. If there are no exceptions, the Vendor must indicate NONE for this section.

Response to Terms and Conditions

The contract between the State and a Vendor will follow the format specified by the State and contain the terms and conditions set forth in the Administrative Information Terms and Conditions section. However, the State reserves the right to negotiate with a successful Vendor provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Vendor's proposal will be incorporated into and become part of the contract.

Should a Vendor object to any of the State's terms and conditions, as contained in the Administrative Information Terms and Conditions section, that Vendor must propose specific alternative language. The State may or may not accept the alternate

language. General references to the Vendor’s terms and conditions or attempts at complete substitutions are not acceptable to the State and will result in disqualification of the Vendor’s proposal.

Vendors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. If there are no exceptions, the Vendor must indicate NONE for this section.

Vendor’s Additional Terms and Conditions

Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the State. The State may or may not accept the additional terms and conditions. Vendors must provide a brief discussion of the purpose and impact, of each proposed change followed by the specific proposed alternate wording. The State may or may not accept the additional terms and conditions. If there are no additional terms, the Vendor must indicate NONE for this section.

Milestone Based Payment Schedule

Provide your acceptance of a milestone based payment schedule and discuss any conditions or limitations.

Stress Testing

The State requires that an operational load test be performed as part of the system acceptance process prior to implementation. Please provide confirmation that you will perform the test, describe the test process and any conditions or limitations of the test.

Background Checks & Investigations

Individuals in your organization may be subject to finger-printing, background checks and investigations in order to work under contract with the State. Please provide your acceptance of this requirement and describe any issues or concerns with this requirement.

5.2.1.4. General, Management and Technical Requirements

The format for the response is the same for these three tabs. For each heading identified in sections 3.2, 3.3 and 3.4, list the heading and provide the response. Use as much space as required to completely respond to the State’s request and include a response for each heading listed. Please refer to the “Vendor Response” comments under each heading in Section 3 to make certain your response is complete.

5.2.1.5. Vendor Required Attachments

This Tab should include required documents as specified in different section of the RFP.

Delaware Business License

The Vendor must provide a copy of their valid Delaware Business License.

Tax Clearance Certificate

A Tax Clearance Certificate must be provided with this proposal. This is obtainable through the Corporate Income Taxes Section, Delaware Division of Revenue, 820 North French Street, Wilmington, DE 19801. This clearance will assure that there are no outstanding tax liabilities for the corporation, business, association or individual with which the State intends to do business.

Certificate of Insurance

The Vendor must provide a Certificate of Insurance as evidence of the required coverage specified in this RFP.

Latest Audited Financial Statement

Provide copies of your company's latest audited financial statement.

Vendor Standard Licensing Agreement

Provide copies of your standard licensing agreements.

High Level Project Plan and Schedule

The Vendor must include a copy of the preliminary high level project plan and schedule based their responses to this RFP.

Key Staff Resumes

The Vendor must include copies of resumes for all key personnel proposed for this RFP, along with three references.

5.2.1.6. Supplemental and Collateral Material

The Vendor should include any supplemental materials in this section.

5.3. Post-Proposal Requirements

5.3.1. Vendor Oral Presentations

Vendors selected as finalists may be required to make an oral presentation of their Proposal to the State's Proposal Evaluation Team. The State's Proposal Evaluation Team will establish a presentation schedule. It is anticipated that the presentations will be less than four (4) hours and the State's Proposal Evaluation Team will establish an agenda to identify the topics and materials to be addressed during the oral presentation. The presentation schedule will provide each Vendor invited to present an equal opportunity to adequately prepare and distribute requested materials prior to the scheduled presentation. The Proposal Evaluation Team may, at its option, ask questions of the Vendor to clarify any function, service, or technical capability included in the Vendor's proposal. Presentation assignments for selected Vendors will be randomly drawn and Vendors notified upon the Vendor being selected as a finalist. Assignments are final.

Vendor's must include in their proposals a list of all special equipment, communications facilities or other resources required for the oral presentation of their proposal.

6. Vendor Cost Proposal

This section describes the requirements to be addressed by vendors in preparing the Cost Proposal. This Cost Proposal must be submitted according to the consistent with the Administrative provisions found in Section 4 and must comply with the requirements presented in this section. The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where more detailed pricing is required.

6.1. Cost Proposal Contents

All costs associated with the requirements specified herein, must be listed in cost tables.

Please note that all cost tables must include bottom lines for totaling the line items in the table.

The Cost Proposal must be bound and submitted separately from the Technical Proposal Section. The Cost Proposal sections shall include: 1) Total Not To Exceed Cost; 2) License Cost; 3) Future Vendor Rates; 4) Staff Loading; 5) Payment Schedule by Deliverable; 6) Other (As Needed); and 7) Attachments and Assumptions.

The Cost Proposal must be organized behind tabs corresponding to the sections listed above as follows:

Tab #	Response Section
1	Total Not To Exceed Cost
2	License Costs
3	Future Vendor Rates
4	Staff Loading
5	Payment Schedule by Deliverable
6	Other (As Needed)
7	Attachments and Assumptions

Attachments and assumptions requested within each section should be included behind Tab 7.

The Cost Proposal shall present the total firm fixed price to perform all of the requirements of the Request for Proposal. The State recognizes that each vendor may have a unique pricing methodology. The vendor has the flexibility to apply the pricing model that meets the requirements of this RFP and minimizes the cost to the State while meeting all requirements of this RFP. All labor rates must be “fully loaded” to represent services provided at the project site in Dover, Delaware (i.e., travel and living expenses must be included in the rates). All cost estimates shall be inclusive of State Gross Receipts tax and all other taxes. The State will not pay any taxes separately.

The Vendor shall agree that all terms, warranties, and prices, as a whole, are comparable to or better than the equivalent terms, warranties, and prices, as a whole, offered by the Vendor to any present customer meeting substantially the same requirements or qualifications as the State. If the Vendor shall, during the term of this contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, as a whole, the Vendor shall provide the same to the State.

6.2. Cost Proposal – Total Not to Exceed Cost

The Vendor's total cost for the entire project must be presented as the Total Not-To-Exceed Cost. This cost must be broken down by the following project components:

1. Project Management.
2. Analysis and Design
3. Extract, Transform and Load
4. Testing
5. Training and Knowledge Transfer
6. System Rollout
7. Post Implementation Support
8. License Costs
9. Other

Instructions

1. All cost figures shall be provided in a fixed fee amount.
2. Since this is a fixed price solicitation, all cost figures shall be inclusive of travel and expenses (no travel and living expenses shall be billable to the State).
3. Costs shall include all applicable taxes. Vendors

Please state any significant assumptions associated with the estimation of costs for this proposal in Section 6.1.6.

6.3. Future Vendor Rates

The State may request additional services from the selected Vendor and require rates in the event that additional service is required. Vendor must include a burdened hourly rate for change orders as a result of modifications to the original scope of work. The Vendor's Cost Proposal must identify labor categories and rates that will be used to cost any additional work that may be required by the State. The vendor must guarantee those rates for the life of the project.

6.4. Staff Loading

List the titles of proposed positions on the project team to be filled by Vendor staff. Names must be provided for individuals designated for key roles, but titles are sufficient for others. For the duration of the product, identify by month the number of hours that each position is planned to work on the project and provide a total for the project.

6.5. Payment Schedule by Deliverable

It is the State's intent to negotiate a milestone-based fixed-fee payment structure based on acceptance of deliverables. The State may consider other payment alternatives from the Vendor. Vendors are required to submit a proposed payment schedule that is tied to

specific dates and deliverables and which identifies the estimated amounts of invoices and the approximate dates on which those invoices might be generated. Preferably, the payment schedule will be performance-based and the actual payment dates will be based upon the completion and acceptance of the related deliverables. No invoice will be approved unless the State Project Manager has approved the associated deliverable(s). The State intends to withhold 10 percent of each payment until the State formally accepts the implementation of the PeopleSoft Financials application at the end of the post implementation support period.

A fixed price must be provided for each deliverable identified in Section 4 of this RFP.

6.6. Licensing

Software products, tools and utilities that are required to provide base functionality or to support the design, development, configuration or operations of the system must be detailed.

For each item, provide a brief description. Identify the number of licenses required, the base or one-time cost for these licenses and the annual or maintenance cost. Identify when the annual cost begins. If applicable, identify any code base that will be owned by the State at the end of this project.

The State reserves the right to purchase any commercially available software off of existing State contracts if a cost savings can be realized.

6.7. Attachments and Assumptions

As indicated above, please state any significant assumptions associated with the estimation of costs for this proposal. Please identify the activity or topic to which the attachment or assumption applies and how the attachment or assumption impacts the Cost Proposal (e.g., a fiscal impact on costs or impact on hours per month, etc.).